



भारत का राजपत्र The Gazette of India

साप्ताहिक/WEEKLY

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 33] नई दिल्ली, शनिवार, अगस्त 13—अगस्त 19, 2005 (श्रावण 22, 1927)
No. 33] NEW DELHI, SATURDAY, AUGUST 13—AUGUST 19, 2005 (SHRAVANA 22, 1927)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके॥
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

भाग IV [PART IV]

[गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएँ]
[Advertisements and Notices issued by Private Individuals and Private Bodies]

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS/PUBLIC NOTICES IN THIS PART OF THE GAZETTE OF INDIA. PERSONS NOTIFYING THE ADVERTISEMENTS/PUBLIC NOTICES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER
Controller of Publication

CHANGE OF NAMES

I, hitherto known as Miss **TRUPTI MANOHAR MITHBAVKAR** daughter of **MANOHAR DAYAL MITHBAVKAR**, employed as **Tax Assistant** in the Central Excise, Mumbai, residing at **307, Sahakar Bhavan, Near Damodar Hall, Dr. Ambedkar Road, Parel, Mumbai-400012**, have changed my name and shall hereafter be known as **VAIDEHI VIJAY MANJAREKAR**.

It is certified that I have complied with other legal requirements in this connection.

TRUPTI MANOHAR MITHBAVKAR
[Signature (in existing old name)]

I, hitherto known as **KISHOR KUMAR BAITHA** son of **Shri KARIMAN BAITHA**, employed as **T.T.A.** in the **B.S.N.L. Telephone Exchange, Ranchi**, residing at **Biraj Nagar Behind P & T Colony, Lalpur, Ranchi, (Jharkhand)**, have changed my name and shall hereafter be known as **KISHOR KUMAR BHARTI**.

It is certified that I have complied with other legal requirements in this connection.

KISHOR KUMAR BAITHA
[Signature (in existing old name)]

I, hitherto known as **DULAL KANTI SINGHA ROY** son of Late **UPENDRA NATH SINGHA ROY**, employed as **Tech. Gr. I Binding Sec. in the Printing Dept. E. Bly. Kol.-700001, 17 N. S. Road**, residing at **59/1, Nalta Kali Bari Road, Kolkata-700028**, have changed my name and shall hereafter be known as **DULAL KANTI SINGHA ROY**.

It is certified that I have complied with other legal requirements in this connection.

DULAL KANTI SINGHA ROY
[Signature (in existing old name)]

I, hitherto known as SOHAN LAL son of Shri BHOOP SINGH, employed as Transmission Executive in the All India Radio : Shahdol (M.P.), residing at C/o Mohd. Hazi Sagir Building Pali Road, Shahdol, have changed my name and shall hereafter be known as SOHAN SINGH.

It is certified that I have complied with other legal requirements in this connection.

SOHAN LAL
[Signature (in existing old name)]

I, hitherto known as DATTU PARASU MAHAR son of PARASU MAHAR, employed as Grade-III Worker in the Hindustan Latex Limited at Kanagala, Tal. Hukkeri, residing at Shippur, Tal. Hukkeri, Dist. Belgaum, have changed my name and shall hereafter be known as DATTU PARASU MAHASHAY.

It is certified that I have complied with other legal requirements in this connection.

DATTU PARASU MAHAR
[Signature (in existing old name)]

I, hitherto known as JAI PRAKASH VARUN son of Shri NATHI LAL VARUN, employed as CM I in the 509, Army Base Workshop, Agra Cantt-282001, residing at 44A/246 Sikandra Road Bodla Agra, have changed my name and shall hereafter be known as JAI PRAKASH JAIN.

It is certified that I have complied with other legal requirements in this connection.

JAI PRAKASH VARUN
[Signature (in existing old name)]

I, hitherto known as SUBHASH CHANDRA RAVIDAS son of Sri AMBIKA RAVIDAS, employed as L.G. Draughtsman (c) in the O/o Executive Engineer (c), BSNL Civil Division-II, Ranchi, residing at Vidyanagar (South), P.O. - Harmu, P.S. - Sukhdevnagar, Ranchi, have changed my name and shall hereafter be known as SUBHASH CHANDRA.

It is certified that I have complied with other legal requirements in this connection.

SUBHASH CHANDRA RAVIDAS
[Signature (in existing old name)]

I, LAKSHMIKANTHA V. S. son of SURYANARAYANA V. K., employed as Ex-Service Man in the Corps Signals Army, residing at 6th Cross, First Main Road, Singayanapalya, Whitefield Road, Mahadevapura Post, Bangalore-560 048, have changed the name of minor

son LOKESH KUMAR V.L. aged 16 years and he shall hereafter be known as ARUN KUMAR V.L.

It is certified that I have complied with other legal requirements in this connection.

LAKSHMIKANTHA V.S.
(Signature of Guardian)

I, hitherto known as LEKH BAHADUR CHHETRI son of (L.) BOM BAHADUR PRADHAN, retired Havildar Rgtl No. 4345421 of Assam Regt Centre, Shillong-7 have changed my title from CHHETRI to PRADHAN and shall hereafter be known as LEKH BAHADUR PRADHAN.

It is certified that I have complied with other legal requirements in this connection.

LEKH BAHADUR CHHETRI
[Signature (in existing old name)]

I, hitherto known as VISHRAM BABLO FOTTO son of BABLO ATMARAM FOTTO, employed as Motor Driver in the Bharat Sanchar Nigam Limited, residing at 605/2, Type-II, P&T Colony, Alto-Porvorim, Bardez Goa, have changed my name and shall hereafter be known as VISHWANATH BABLO FADTE.

It is certified that I have complied with other legal requirements in this connection.

VISHRAM BABLO FOTTO
[Signature (in existing old name)]

I, hitherto known as DHANAPPA SHIVAPPA DESAI son of SHIVAPPA HANABAR, employed as Pointsman in the South Western Railway, residing at Kulem-Railway Quarters, have changed my name and shall hereafter be known as DHANAPPA SHIVAPPA HANABAR.

It is certified that I have complied with other legal requirements in this connection.

DHANAPPA SHIVAPPA DESAI
[Signature (in existing old name)]

I, hitherto known as PURNIMA RANI DAS wife of Late KIRAN CHANDRA DAS, employed as Clerk Gr. II in the Office of the Assistant Engineer Azimganj, Eastern Railway, residing at Karbala Road, Panchanantala, P.O. Berhampore, Dist. Murshidabad, W. B., have changed my name and shall hereafter be known as PURNIMA RANI SINGHA ROY.

It is certified that I have complied with other legal requirements in this connection.

PURNIMA RANI DAS
[Signature (in existing old name)]

I, hitherto known as RATAN KUMAR BASU son of Late RATHINDRA NATH BOSE employed as Senior Auditor in the office of the Principal Controller of Accounts (FYS) 10-A, S. K. Bose Road, Kolkata-700 001 "Pay-o" section, 11th floor, Group-I.

Residing at Subuddhipur Beltala under Green Park Complex behind the House of Mr. Gopal Mukherjee P.O. & P.S. Baruipur, District : South 24-Parganas, West Bengal Kolkata-700 144, have changed my name and shall hereafter be known as RATAN KUMAR BOSE.

It is certified that I have complied with other legal requirements in this connection.

RATAN KUMAR BASU
[Signature (in existing old name)]

I, hitherto known as SHANKAR PROSAD PASSI son of Late BUDHU PASSI, employed as Mason, in B. M. Section, T. No. 20, Rifle Factory, Ishapur, P.O. Ichapur-Nawabgunj, P. S. Noapara, Dist. North 24-Parganas, residing at H/O Ganesh Chowdhury, Barasat Road, 15 No. Rail Gate, P.O. Barrackpur, P.S. Titagarh, 24-Parganas (North), have changed my name and shall hereafter be known as SHANKAR CHOWDHURY.

It is certified that I have complied with other legal requirements in this connection.

SHANKAR PROSAD PASSI
[Signature (in existing old name)]

I, hitherto known as P. NAGAPPAN son of S. PARAMASIVAM, employed as fitter in the Heavy Vehicles Factory Avadi, Chennai-54, residing at the Plot No. 3332, TNHB, Avadi, Chennai-54, have changed my name and shall hereafter be known as R. P. NAGAPPAN.

It is certified that I have complied with other legal requirements in this connection.

P. NAGAPPAN
[Signature (in existing old name)]

I, hitherto known as AMBRISH KISHORE son of Shri BRAMHA KISHORE, employed as Information Officer in the Lt. Governor's Secretariat, Raj Niwas, Delhi, residing at H. No. 573, Sector 12, R. K. Puram, New Delhi, have changed my name and shall hereafter be known as AMBRISH B. KISHORE.

It is certified that I have complied with other legal requirements in this connection.

AMBRISH KISHORE
[Signature (in existing old name)]

I, hitherto known as GAZALA QURESHI wife of Mohd. JUNED IMAM QURESHI, employed as House Wife, residing at 36-Ind Staff Quarter A & U Tibbia College, Karol Bagh, New Delhi-110005, have changed my name and shall hereafter be known as GAZALA KHAN.

It is certified that I have complied with other legal requirements in this connection.

GAZALA QURESHI
[Signature (in existing old name)]

I, hitherto known as JAYA KUMAR MURUGESAN son of KUMAR MURUGESAN, employed as Trainer in Convergys India Services, residing at RZ C-9A, 3rd Street, Tamilar Enclave, behind Vijay Enclave, New Delhi-110045, have changed my name and shall hereafter be known as JAI KUMAR MURUGESAN.

It is certified that I have complied with other legal requirements in this connection.

JAYA KUMAR MURUGESAN
[Signature (in existing old name)]

I, hitherto known as MANOJ PARIHAR son of JC-194805H EX SUBEDAR KUNWAR SINGH, employed as Student (XII Standard) in the Kendriya Vidyalaya Tagore Garden, New Delhi, residing at 321, Pratap Vihar, Part-II, Nangloi, New Delhi-110041, have changed my name and shall hereafter be known as MAHENDER SINGH.

It is certified that I have complied with other legal requirements in this connection.

MANOJ PARIHAR
[Signature (in existing old name)]

I, hitherto known as ASHA SAINI wife of VIKAS SAINI, employed as DEO (Data Entry Operator) in the LNTUS, Room No. 5, Chest Clinic, LNJP Hospital, Delhi Gate, New Delhi-110 002, residing at 4561, Roshanara Road, Opp. Delhi Flour Mills, Delhi-110 007, have changed my name and shall hereafter be known as PRERNA SAINI.

It is certified that I have complied with other legal requirements in this connection.

ASHA SAINI
[Signature (in existing old name)]

I, hitherto known as SHWETA BHATNAGAR wife of Mr. ASHOK KUMAR GAUR, residing at B-46, Mehta

Enclave, Vikas Nagar, Uttam Nagar, New Delhi-59, have changed my name and shall hereafter be known as SHWETA GAUR.

It is certified that I have complied with other legal requirements in this connection.

SHWETA BHATNAGAR
[Signature (in existing old name)]

I, hitherto known as VIKRANT son of Shri A. K. SINGH, residing at the B-49, Moti Bagh-I, New Delhi-110 021, have changed my name and shall hereafter be known as VIKRANT KUSHWAHA.

It is certified that I have complied with other legal requirements in this connection.

VIKRANT
[Signature (in existing old name)]

I, hitherto known as GOBINDA CHANDRA BHUNIYA, son of Late Shri HARI PADA BHUNIYA, employed as Sr. Hamal in the office of C.E.R.S./Com./HWH/S.E. Railway, residing at Village-Ambigeria, P.O. Madpur, P. S. Kharagpur (Local), District of Paschim Medinipur, West Bengal, Pin-721149, have changed my name and shall hereafter be known as KHOKAN CHANDRA BOSE S/o Late ANIL KUMAR BOSE..

It is certified that I have complied with other legal requirements in this connection.

GOBINDA CHANDRA BHUNIYA
[Signature (in existing old name)]

I, hitherto known as GANGA PARAMESWARAN wife of JAIMON MATHEN, employed as MNS Officer in the Defence Service, residing at the Chamarkala Kunnumpuram, Kaipuzha. P.O. Kottayam Kerala (State), have changed my name and shall hereafter be known as GANGA JAIMON.

It is certified that I have complied with other legal requirements in this connection.

GANGA PARAMESWARAN
[Signature (in existing old name)]

I, Shri RAKESH KUMAR OHRI son of Shri KISHORI LAL OHRI, resident of G-3/81, Model Town-III, Delhi-110009 do hereby solemnly affirm and declare that I have adopted KANIKA as stated above with effect from 11-03-2002.

RAKESH KUMAR OHRI
(Signature of Adopting Guardian)

नेशनल स्टॉक एक्सचेंज ऑफ इंडिया लिमिटेड

पंजीकृत कार्यालय : एक्सचेंज प्लाजा, सी-1, ब्लॉक जी

बांद्रा-कुर्ला काम्पलेक्स, बांद्रा (पूर्व), मुम्बई-400051

एक्सचेंज के एनएसई (फ्यूचर एण्ड ऑप्शन) कारोबारी विनियमनों के मसौदा संशोधन, जैसाकि नीचे दिए गए हैं सामान्य धारा अधिनियम, 1897 की धारा 23 के उपबंधों को अनुसार आलोचना के लिए भारत के राजपत्र में प्रकाशित किए जाते हैं। नियमों के प्रस्तावित संशोधनों पर यदि किसी व्यक्ति के कोई प्रेक्षण हों तो वह उन्हें राजपत्र में प्रकाशन की तारीख से पन्द्रह दिन के अन्दर एक्सचेंज प्लाजा, सी-1, ब्लॉक जी, बांद्रा-कुर्ला काम्पलेक्स, बांद्रा (पूर्व), मुम्बई-400051 को अधोहस्ताक्षरी की लिखित में भेज सकता है। उपरोक्त तारीख के पश्चात् प्राप्त प्रेक्षणों पर मसौदे पर विचार करते समय विचार नहीं किया जाएगा।

एनएसई (फ्यूचर एण्ड ऑप्शन खंड) कारोबारी विनियमनों में विहित उपबंधों को नीचे दी गई सीमा तक संशोधित करने का प्रस्ताव है :--

(1)(क) एनएसई (फ्यूचर एण्ड ऑप्शन खंड) कारोबारी विनियमनों के विनियमन 5.4 को उक्त विनियमन में निम्नलिखित उपबंध के निवेशन के माध्यम से संशोधित किए जाने का प्रस्ताव है :--

उद्धरण चिन्ह शुरू

बशर्ते कि किसी दावे में, अंतर अथवा विवाद जो कि पच्चीस लाख रुपए से कम है, यदि प्रतिदावा पच्चीस लाख रुपए से अधिक है तो मध्यस्थता पैनल को एकल मध्यस्थ से विस्तार करके तीन मध्यस्थों का किया जाएगा।

उद्धरण चिन्ह बंद

(ख) एनएसई (फ्यूचर एण्ड ऑप्शन) के अध्याय 5 में विनियमन 5.8 की मौजूदा धारा (ख) को निम्नलिखित धारा (ख) द्वारा प्रतिस्थापित किए जाने का प्रस्ताव है :--

उद्धरण चिन्ह शुरू

5.8(ख) जमा की राशि, जिसे जमा किया जाना है, आरंभिक दावे की राशि द्वारा निर्धारित की जाती है और उसके पश्चात् उंचे प्रतिदावे के आधार पर निश्चित की जाती है, यदि कोई हो, और इसका नीचे दिए गए के अनुसार विशेष रूप से उल्लेख किया जाता है :

क्र. सं.	दावे/प्रतिदावे की राशि (ऊंची राशि पर विचार किया जाए)	जमा की राशि
1.	5 लाख रुपए तक	6000/- रुपए (जमा केवल कारोबारी सदस्य से ली जानी चाहिए न कि संघटक से)
2.	5 लाख रुपए से अधिक परन्तु 25 लाख रुपए से अनधिक अथवा उसके बराबर	8000/- रुपए
3.	25 लाख रुपए से ऊपर	12000/- रुपए

यदि प्रतिदावा हो और यह दावा राशि से अधिक हो और ऊंचे स्लैब में हो तो मध्यस्थता को पक्षों द्वारा अतिरिक्त जमा राशि अदा करनी होगी। उपर्युक्त राशि से मध्यस्थता की लागत को समायोजित करने के पश्चात्

शेष, यदि कोई हो, को संबंधित पक्ष (पक्षों) को वापस कर दिया जाएगा।

उद्धरण चिन्ह बंद

- (ग) एनएसई (फ्यूचर एण्ड ऑप्शन) के अध्याय 5 में विनियमन 5.9 की मौजूदा धारा (च) को निम्नलिखित नई धारा द्वारा प्रतिस्थापित किए जाने का प्रस्ताव है :-

5.9 (च) प्रतिवादी (प्रतिवादियों) से फार्म संख्या II प्राप्त होने पर विनियमन 5.6 में विनिर्धारित प्रक्रिया के अनुसार मध्यस्थ की नियुक्ति की जाएगी। एक से अधिक प्रतिवादी होने की दशा में किसी मृतक संघटक अथवा परिवार के सदस्यों के कानूनी उत्तराधिकारी हों, तब ऐसे कानूनी उत्तराधिकारी फार्म II पर हस्ताक्षर और ऐसे अन्य दस्तावेजों, जैसा अपेक्षित हों, सहित मध्यस्थता कार्यवाही में मध्यस्थता में मृतक संघटक का प्रतिनिधित्व करने के लिए उनमें से एक को प्राधिकृत करेंगे।

उद्धरण चिन्ह बंद

- (घ) एनएसई (फ्यूचर एण्ड ऑप्शन) कारोबारी विनियमन के अध्याय 5 में विनियमन 5.6 की धारा (च) में "उपर्युक्त प्रक्रिया के अनुसार चुना गया मध्यस्थ यदि किसी भी कारण से मामले को हाथ में नहीं ले पाता" और "तब आवेदक और/अथवा प्रतिवादी द्वारा चुने गए व्यक्तियों को छोड़कर संगत प्राधिकारी पात्र व्यक्तियों की सूची में शेष नामों से मध्यस्थ का चयन करेगा" के बीच "और/अथवा विस्तारित अवधि के लिए उपलब्ध नहीं" शब्द जोड़े जाएंगे।

- (ङ) एनएसई (फ्यूचर एण्ड ऑप्शन) कारोबारी विनियमन के अध्याय 5 में विनियमन 5.13 के रूप में निम्नलिखित धारा को जोड़े जाने का प्रस्ताव है :-

उद्धरण चिन्ह शुरू

5.13क कतिपय परिस्थितियों के अंतर्गत पंचाट

मध्यस्थ, किसी मध्यस्थता कार्यवाही के मामले में, जिसका प्रतिवाद नहीं किया जा रहा अथवा उसके विचार में प्रभावशाली ढंग से प्रतिवाद नहीं किया जा रहा, तो आवेदक द्वारा प्रस्तुत किए गए दस्तावेजों के अलावा निष्पक्ष और उचित निर्णय पारित करने के उद्देश्य से सामान्यतः किसी अन्य दस्तावेज पर भी विचार कर सकता है, जिसे मध्यस्थ उचित निष्कर्ष पर पहुंचने के उद्देश्य से और विशेष रूप से निर्णय पर पहुंचने के उद्देश्य से निम्नलिखित दस्तावेजों को आवश्यक समझता है :-

1. सदस्य-संघटक करार की प्रति
2. संविदा नोट और बिल
3. आवधिक आधार पर संघटक द्वारा कारोबारी सदस्य को दिया गया खाता विवरण
4. भुगतान/प्राप्तियों के संबंध में बैंक से पुष्टि द्वारा समर्थित बैंक विवरण
5. न्यासी के पास आवेदकों और प्रतिवादियों के डीमेट खाता(तों) के लेने-देन सह धारण विवरण

6. ग्राहक के संबंध में एक्सचेंज को सदस्यों से अद्वितीय आईडी अपलोड, यदि कोई हो

7. विवाद से संबंधित लेन-देनों के संबंध में ट्रेड लॉग।

उपर्युक्त के प्रयोजन हेतु, मध्यस्थ आवेदक के साथ-साथ एक्सचेंज से संगत सूचना, जिस सीमा तक एक्सचेंज के पास उपलब्ध हो, मांग सकता है।

उद्धरण चिन्ह बंद

कृते नेशनल स्टॉक एक्सचेंज ऑफ इंडिया लिमिटेड
जे. रविचन्द्रन

निदेशक (वित्त एवं विधि) और कंपनी सचिव

टिप्पणी : अंग्रेजी और हिन्दी पाठ में भिन्नता की स्थिति में अंग्रेजी पाठ अभिभावी होगा।

नेशनल बोर्ड ऑफ ट्रेड लिमिटेड, इन्दौर द्वारा अधिसूचना

वायदा अनुबन्ध (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा (12) की उपधारा (1) एवं, भारत सरकार की अधिसूचना क्रमांक 1162 (दिनांक 04 मार्च 1960) के तहत नेशनल बोर्ड ऑफ ट्रेड लिमिटेड द्वारा इसकी उपविधियों में किए गए निम्नलिखित संशोधन जिन्हें कि वायदा अनुबन्ध (विनियमन) नियम, 1974 के नियम 11 के अधीन अधिसूचित किया गया है, जिस हेतु दिनांक 07 जून 2005 को उपनिदेशक, वायदा बाजार आयोग द्वारा अनुमोदन प्राप्त किया गया है :-

"उपविधि क्रमांक 705 एवं 706 में वर्णित प्रावधानों के ऊपर, किसी भी सदस्य की एक्सचेंज में व्यापार करने की कुल सीमा पर्याप्त मार्जिन के भुगतान के साथ उपविधि क्रमांक 702(ए) के अनुसार वर्तमान में स्वतंत्र सीमा के 25 गुने के बराबर होगी, जो कि उपविधि क्रमांक 705(बी) एवं 706(बी) को द्वारा निर्धारित मान्य मार्जिन अथवा बोर्ड द्वारा समय-समय पर निर्धारित दरों के अधीन होगी।"

वास्ते नेशनल बोर्ड ऑफ ट्रेड लिमिटेड
जयकुमार ए.एस.
कार्यकारी निदेशक

National Stock Exchange of India Limited

Regd. Office : Exchange Plaza, C 1, Block G

Bandra-Kurla Complex, Bandra (East), Mumbai-400 051

The draft amendments to the NSC (Futures & Options) Trading Regulations of the Exchange as given hereunder are published for criticism in accordance with the provisions of Section 23 of the General Clauses Act, 1897 in the Gazette of India. Any person having any observations on the proposed amendments to the Regulations can send the same in writing to the undersigned at Exchange Plaza, C-1, Block G, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051 within fifteen days from the date of this publication in the Gazette. The observations received after

the aforementioned date will not be considered when the draft amendments will be taken for consideration.

It is proposed to amend the provisions contained in the NSE (Futures & Options Segment) Trading Regulations to the extent given hereunder :-

- (1)(a) The Regulation 5.4 of NSE (Futures & Options Segment) Trading Regulations is proposed to be amended through insertion of following proviso to the said Regulation :-

QUOTE

Provided further that in any claim, difference or dispute which is less than Rupees Twenty Five Lakhs, if there is a counter claim in excess of Rupees Twenty Five Lakhs, then the arbitration panel shall be expanded to three arbitrators from a sole arbitrator.

UNQUOTE

- (b) The existing Clause (b) of Regulation 5.8 in Chapter 5 of NSE (Futures & Options) Trading Regulations is proposed to be substituted with the following new clause (b) :-

QUOTE

5.8 (b) The amount of deposit, which has to be deposited is determined by the amount of the claim initially and thereafter determined based on a higher counter claim, if any, and is as specified below :

St. No.	Amount of Claim/Counter Claim (higher amount to be considered)	Amount of deposit
1.	Upto Rs. 5 lakhs	Rs. 6,000/- (deposit is taken only from the Trading Member and not from the Constituent)
2.	More than Rs. 5 lakhs but less than or equal to Rs. 25 lakhs	Rs. 8,000/-
3.	Above Rs. 25 lakhs	Rs. 12,000/-

Additional deposits have to be paid by the parties to arbitration in case there is a counter claim and the same is higher than the claim amount and in a higher slab. The balance, if any, from the above deposit after adjusting the cost of arbitration therefrom shall be returned to respective party(ies).

UNQUOTE

- (c) The existing clause (f) of Regulation 5.9 in Chapter 5 of NSE (Futures & Options) Trading

Regulations is proposed to be substituted with the following new clause :-

QUOTE

5.9(f) Upon receiving Form No. II from the Respondent(s), the arbitrator shall be appointed as per the procedure prescribed in Regulation 5.6. In the event there is more than one Respondent, being legal heirs of a deceased Constituent or family members, then such legal heirs shall authorise one of them to represent the deceased Constituent in the arbitration proceedings including signing of Form II and such other documents as may be required.

UNQUOTE

- (d) The words "and/or is not available for an extended period," is proposed to be inserted in between "If the arbitrator chosen as per the above procedure is not able to take up the matter for whatsoever reasons" and "then the Relevant Authority shall select an arbitrator from the remaining names on the list of eligible persons excluding the persons selected by the Applicant and/or the Respondent." in clause (f) of Regulation 5.6 in Chapter 5 of NSE (Futures & Options) Trading Regulations.
- (e) The following clause is proposed to be inserted as Regulation 5.13A in Chapter 5 of NSE (Futures & Options) Trading Regulations :-

QUOTE

5.13A ARBITRAL AWARD UNDER CERTAIN CIRCUMSTANCES

The arbitrator, in case of any arbitration proceedings which is not defended or in his opinion is not effectively defended, besides the documents produced by the applicant, may, for the purpose of passing a fair and proper award, also consider any other document in general, which the arbitrator considers necessary for the purpose of coming to a proper conclusion and in particular the following documents for the purpose of arriving at a decision :

1. Copy of member-constituent agreement
2. Contract notes and bills
3. Statement of accounts given by the trading member to the constituent on periodic basis.
4. Bank statements supported by confirmation from the bank regarding payments/receipts.
5. Transaction cum Holding statements of the demat account(s) of the applicants and respondents with the depository.

6. Unique in upload, if any, from the members to Exchange with regard to the client.

7. Trade log in respect of transactions relating to dispute.

For the purpose of the above, the arbitrator may also seek relevant information from the applicant as well as the Exchange, to the extent available with the Exchange.

UNQUOTE

For National Stock Exchange of India Limited

J. RAVICHANDRAN
Director (F&L) &
Company Secretary

NOTIFICATION BY NATIONAL BOARD OF
TRADE LIMITED, INDORE

The approval of the Deputy Director, Forward Markets
Commission, Mumbai, under sub-section (1) of Section

12 of the Forward Contracts (Regulation) Act, 1952, (74 of 1952) read with the Government of India, Notification No. S.O. 1162 dated the 4th May, 1960 has been obtained on the 7th June, 2005 to the following amendment made to the Bye-law of National Board of Trade Limited, Indore, the same having been notified under Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

Bye-Law 709 :—"Notwithstanding anything contained in bye-laws 705 and 706, the over all limit of a member to do business on the floor of the Exchange by paying appropriate margin shall, for the time being, be twenty-five times the free limit as per bye-law 702 (a) with the permissible margin, as stipulated in the bye-laws No. 705 (b) and 706 (b) or such other rate as may be prescribed by the Board from time to time."

For National Board of Trade Limited
JEYAKUMAR A S
Executive Director